

1       126. At all relevant times and commencing in or about May 2007, and continuing  
2 until December 29, 2009, the Server was maintained for the purpose of storing e-mail,  
3 processing and storing the developing collective **IP** of the Plaintiff Corporations including,  
4 but not limited to, the fixed command Codes embedded in the **IP** manuscripts together with  
5 the joint methods, techniques and processes of the joint **eoBuy** and **Indiezone** micro billing  
6 and processing systems music portal.

7       127. At all relevant times the Server was located in the Minnesota offices of **Indiezone**  
8 and was used by **Rooke** and **Rogness** for interstate commerce and e-mail communications by  
9 the Plaintiff Corporations between its third-party vendors, investors and between Defendants  
10 **Rogness** and **Rooke** and the California offices of Plaintiff Corporations.

11      128. At all relevant times commencing in or about May 2007, Defendants **Rogness**  
12 and **Rooke** were authorized to access the Server for the limited purpose of furthering the  
13 development of the Plaintiffs' **IP**.

14      129. Commencing May 2007, Plaintiffs maintained both a written copy of their  
15 developing **IP** and developing Trade Secrets Manuals as well as a copy of said **IP** and Trade  
16 Secret Manuals in electronic format which was password protected stored or otherwise  
17 deposited-maintained on the Server.

18      130. At all relevant times material hereto, so as to monitor and limit the access and maintain  
19 the Server Plaintiff Corporations instituted a policy and/or protocol of safeguarding their **IP** and  
20 Trade Secrets by requiring employees to develop unique usernames and passwords when accessing  
21 the Server and otherwise storing or retrieving the Companies' **IP** and Trade Secret information.

22      131. Commencing May 2007, the employee users of said Server were, on demand,  
23 required to provide a written copy of their user name and access password and otherwise  
24 agreed to provide a departure debriefing at the end of their employment with the Companies so  
25 as to allow new employees to immediately access the Server change usernames and passwords  
26 as well as retrieve Plaintiffs' **IP** and/or Trade Secrets.

27      132. From time-to-time, by reason of the ongoing development of the deployment  
28 strategies for the **IP** and Trade Secrets changes were updated on the Server.

1           133. Commencing May 2007, the electronic username and password protected IP and  
2 electronic copies of the Plaintiffs' Trade Secret Manuals were maintained on the Server in  
3 Minnesota.

4           134. Commencing May 2007, IP and Trade Secret information was internally shared  
5 and otherwise exchanged among Plaintiff Corporations via a secured e-mail network where  
6 unique e-mail addresses- identifiers were created and maintained on the Server.

7           135. Commencing May 2007, Defendants **Rooke** and **Rogness** created e-mail  
8 addresses using the unique identifiers [todd@indiezone.com](mailto:todd@indiezone.com) and [joe@Indiezone](mailto:joe@Indiezone) and relevant  
9 alias.

10          136. At all times material hereto, defendants were aware of the purpose of the unique  
11 usernames and passwords and agreed to disclose said passwords upon demand by **eoBuy** and  
12 **Indiezone**.

13          137. Said user names and passwords were unique to and known only by **Rooke** and  
14 **Rogness** wherein said user names and passwords were used to maintain secrecy-monitor access  
15 to the protected materials housed on the host server and used to support the development of the  
16 IP and Trade Secret applications.

17          138. Commencing May 2007, whenever Defendants **Rooke** and **Rogness** wanted  
18 to gain access to the Server they entered their unique access usernames and passwords to  
19 the security systems for the Server so as to deposit and otherwise access Plaintiffs' IP  
20 and Trade Secret Manuals in the performance of their daily duties as work for hire  
21 employees of **Indiezone**.

22          139. Commencing in or about 2007 and continuing until October 2009,  
23 Defendants **Rooke** and **Rogness** worked from the **Indiezone** office located in Eden  
24 Prairie Minnesota and would from time-to-time visit the **Indiezone** offices located in  
25 California.

26          140. Over the course of the next 18 months extensive technological and strategic  
27 advancement was achieved including the development of **Indiczone Ad-Engine** a unique  
28 process not generally known by the public whereby a next generation music distribution

1 platform (**Indiezone Ad-Engine**) was created which included a platform to enable  
 2 consumers to engage with advertisers and earn money using the **Ad-Engine** to make  
 3 purchases online or offline in the real world in micro-fractional sales and purchases.

4 141. The **Indiezone Ad-Engine** was designed and included a license tailored-  
 5 made and adapted to implementation of the **eoBuy** payment platform, wherein: 1) beginning  
 6 on or about July 27, 2007 Cynergy Systems, a US based software development company  
 7 was presented with a Request for Quote of **Indiezone's Ad-Engine in UML (Unified**  
 8 **Markup Language**); 2) that on August 19, 2007, **Indiezone** submitted its UML documents  
 9 for software development executing a Statement of Work (SOW) with Cynergy Systems  
 10 resulting in the creation by Cynergy Systems of a software implementation of the **Indiezone**  
 11 music platform, the **Indiezone Ad-Engine** as well as a custom **eoBuy** implementation of  
 12 the payment technology required to underpin the transaction and accounting services of the  
 13 platform, together with the combined unique trade secret processes of **eoBuy** and **Indiezone**  
 14 IP.

15 142. The joint **eoBuy-Indiezone** systems were prepared for launch in beta mode;  
 16 wherein on February 22, 2008, as directed by Fennelly for the purpose of raising investors'  
 17 capital for **Indiezone's** entry into the e-commerce market and deployment of the joint  
 18 processes, Rogness created a promotional video presenting the unique features and joint  
 19 processes of the **eoBuy** and **Indiezone** process.

20 143. On or about June 2, 2009, the Plaintiff Corporations adopted the service mark  
 21 **Music.Me**, capturing the domain name and otherwise establishing Plaintiff Corporations'  
 22 exclusive right to ownership and use to the name chosen and assigned to their strategic joint  
 23 deployment of the **Indiezone Ad-Engine**.

24 **DEFENDANTS ROOKE AND ROGNESS SCHEME TO**  
 25 **EXTORT A LARGER SHARE IN THE OWNERSHIP OF Indie Zone**

26 144. Plaintiffs are informed and believe, based on e-mails and other documentation  
 27 dispatched by the Defendants **Rooke** and **Rogness** that each knew Plaintiffs' joint deployment of its IP  
 28 was soon to be released and wanted to renegotiate their contracts and equity positions with **Indiezone**.

1           145. Commencing on or September 8, 2008, **Rooke and Rogness** complained to  
 2 Fennelly that they were dissatisfied with the terms of their employment and shareholder equity  
 3 packages and demanded additional equity from **Indiezone** for the work they had done on the  
 4 development of the Companies' **IP** and Trade Secrets.

5           146. On or about September 8, 2008, notwithstanding their knowledge that, as Fennelly  
 6 had advised them during the negotiations for employment, they could not obtain a greater  
 7 shareholder interest in **Indiezone**, **Rooke and Rogness** presented a new business organizational  
 8 plan to Fennelly demanding a greater shareholder interest and/or ownership in **Indiezone**,  
 9 wherein in a predicate act in violation of their contractual agreements designed to extort  
 10 money/property from Plaintiffs, on or about September 8, 2008, Defendants **Rooke and Rogness**,  
 11 who were in Minnesota dispatched and presented a written communication, via internet  
 12 transmission, to the Plaintiff Corporations in California demanding a change to the capital  
 13 structure of the **Indiezone** equity distribution plan which was designed to accomplish their goal.

14           147. Defendants **Rooke and Rogness**, were demanding the creation of multiple  
 15 corporate entities that would act as holding companies for the **IP** developed by reason of their  
 16 work-for-hire employment with **eoBuy** and/or **Indiezone** and otherwise demanding a change in  
 17 the overall capital structure of the company with an equal split of the stock as it pertained to  
 18 **Indiezone** which henceforth would be carved out as a separate business entity or as demanded,  
 19 they would leave **Indiezone** and start a new company using what they claimed were their own  
 20 "ideas".

21           148. At all times material hereto, Defendants **Rooke and Rogness** knew that their claim  
 22 to leave **Indiezone** and start a new company using their own "ideas" was designed to extort a  
 23 new organizational plan for money-property-equity and that by making such a demand they were  
 24 in violation of their **at-will** employment Agreements with Plaintiff Corporation, and that their  
 25 conduct was designed to fraudulently circumvent and dilute the ownership interest of the **eoBuy**  
 26 shareholders in **Indiezone**.

27           149. On or about September 10, 2008, Fennelly, who was in California, called  
 28 **Rooke and Rogness** who were in Minnesota on the telephone advising them that they were

1 in violation of their fiduciary duties, their written Agreements with **eoBuy** and **Indiezone**  
 2 investors and refused to make changes in accordance with their demands; wherein Fennelly  
 3 demanded that **Rooke** and **Rogness** reaffirm their Agreements with **Indiezone** or conduct a  
 4 technology turnover meeting of the **IP** if they intended to leave their employment with  
 5 **Indiezone**; wherein Fennelly advised **Rooke** and **Rogness** that if a violation of their  
 6 Agreements occurred he would seek injunctive relief as per the terms of their Agreements  
 7 with **Indiezone** and all other lawful means necessary to safeguard the Companies' **IP**.

8 150. At all times material hereto, **Rooke** and **Rogness** were angered by Fennelly's  
 9 refusal to accept their corporate re-structuring demands and revised equity splits for the  
 10 Plaintiff's **IP**; wherein shortly after their conversation with Fennelly and over the course of  
 11 the next several days Defendants **Rooke** and **Rogness** agreed, conspired and planned among  
 12 themselves to execute the theft- misappropriation-infringement of Plaintiffs' **IP** and began  
 13 to commit certain overt and predicate acts willfully intending to sabotage and  
 14 misappropriate Plaintiffs' **IP** and otherwise eliminate the Plaintiff Corporations entry into  
 15 the digital e-commerce Internet-mobile market for sales and purchase for their own  
 16 commercial benefit and in the injury to Plaintiffs' business and property.

17 151. At all times material hereto, **Rooke** and **Rogness**, in furtherance of their plan,  
 18 fully knowing they would not honor or abide by the terms of their written Agreements with  
 19 **Indiezone** and otherwise honor the licensing agreement **Indiezone** had with **eoBuy**, falsely  
 20 advised Fennelly, during a return telephone conversation on or about November 11, 2008,  
 21 from Minnesota to California that the Plaintiff Corporations could rely on their promises  
 22 and falsely stated to Fennelly during said telephone conversation that they would each abide  
 23 by the terms of their written Agreements.

24 152. At all times material hereto, unbeknownst to Fennelly, although Defendants  
 25 **Rooke** and **Rogness** had agreed to abide by the terms of their written Agreements  
 26 specifically the terms of their shareholder ownership interest in **Indiezone**, the terms of  
 27 secrecy in the development and deployment of Plaintiffs' **Property** as well as assignment of  
 28 **ideas** and acknowledgement of authorship, each had agreed to move forward with the theft

1 of the Plaintiffs' IP and to sabotage the **Indiezone** Servers so as to delay or prevent the  
 2 launch of the **eoBuy-Indiezone** joint technologies so that they could misappropriate the IP,  
 3 be first to the market and claim authorship and ownership of said IP.

4 153. Thereafter, in contravention of the law, their written employment and  
 5 secrecy Agreements, as well as their fiduciary obligations and oral commitments  
 6 reaffirming their loyalty, defendants **Rooke** and **Rogness** in several overt and predicate  
 7 acts intending to execute their plan by running the affairs of **eoBuy** and **Indiezone**, from  
 8 **Indiezone's** Minnesota offices began to strategically and deliberately interfere with  
 9 **Indiezone's** deployment-development timeline by sending e-mails to California  
 10 intentionally misinforming Fennelly of the development progress-stages of the beta  
 11 testing and deployment schedules as well as by maintaining secret communications with  
 12 or otherwise withholding communications concerning inquiries of potential investors and  
 13 outside vendors seeking licenses from **eoBuy** and **Indiezone**.

14 154. Over the course of the next 12 months, in the performance of the scheme to  
 15 defraud-infringe-control, convert and otherwise misappropriate Plaintiffs' IP,  
 16 Defendants **Rooke** and **Rogness** committed multiple predicate acts in violation of 18  
 17 U.S.C. 1961-1968, et seq.

18                   **INTERFERENCE WITH PROSPECTIVE BUSINESS RELATIONS;**  
 19                   **COPYRIGHT INFRINGEMENT; MISAPPROPRIATION NDA**  
 20 **Rooke and Rogness- Interference with Prospective Business-Wire-Mail Fraud:**

21 155. That on July 7, 2009, Joseph R. Cellura, the CEO of Malibu Entertainment  
 22 Group (MEG) located in Las Gatos, California made a telephonic inquiry to **Rooke** at  
 23 the **Indiezone** Minnesota office asking to speak with Fennelly concerning his prior  
 24 request of MEG's desire to obtain a license for use of certain **eoBuy-Indiezone**  
 25 technology on behalf of MEG, and other proposed strategic partners of MEG including,  
 26 My ESPN, the United States Army, Malibu Entertainment Group, Disney Enterprises,  
 27 Avinci, China Wireless, Consortium Holding, Inc., Tarsin Inc., Walmart, Target,  
 28 General Electric and others.

1       156. In response thereto, in the performance of the theft of Plaintiffs' IP, in  
 2 August 2009, over the telephone **Rooke** and **Rogness** from the **Indiezone** offices in  
 3 Minnesota, fully knowing and intending on fulfilling their plans to illegally seize  
 4 Plaintiffs' IP, and use it for their own economic advantage, in a follow-up telephone call  
 5 directed to the inquiry made by Cellura, did contact Cellura over the telephone, in  
 6 California, while intending to deceive him and so as to cause financial harm to Plaintiffs;  
 7 intending to further the planned theft and so as to conceal the true ownership of  
 8 Plaintiffs' IP did falsely advise Cellura that Fennelly was out of the country; did falsely  
 9 advise Cellura that Fennelly was pursuing other ventures and that he was no longer in  
 10 control of **eoBuy** or of **Indiezone**; did falsely advise Cellura that a new company **Two**  
 11 **Fish**, as controlled by **Rooke** and **Rogness**, had obtained all of the rights and IP-work  
 12 product from **eoBuy** and **Indiezone**.

13       157. At all times material hereto, **Rooke** and **Rogness** knew the statements made  
 14 to Cellura were false; were made intending to make Cellura rely on them, and were made  
 15 to further their plans to cause economic harm to Plaintiffs in the licensing of the IP to  
 16 Cellura.

17       158. At all times material hereto, in performance of the IP theft, during the period  
 18 of July 2009 through October 2009, including but not limited to August 10, 2009, August  
 19 11, 2009, August 19, 2009, September 4, 2009 and **Rooke** and **Rogness** from the **Indiezone**  
 20 offices in Minnesota and to Cellura at the MEG offices in California, engaged in multiple  
 21 electronic communication on multiple occasions wherein said communication were of a  
 22 false and misleading nature in the continued misrepresentation to Cellura/MEG that **Two-**  
 23 **Fish** was the lawful owner or authorized licensor of the **eoBuy-Indiezone** IP-processes  
 24 being sought by MEG.

25 **Copyright Infringement Plaintiffs' NDA-Wire Fraud:**

26       159. At all times material hereto, Plaintiff Corporations in preparation for  
 27 demonstrating their IP had prepared and copyrighted a Non-Disclosure Agreement (NDA)  
 28 which was unique to the Plaintiff Corporations in their agreement with interested third

1 parties not to disclose certain aspects of their IP and trade secrets and which was required to  
 2 be executed by third-parties, including potential investors and vendors or licensees.

3       160. On or about October 14, 2009, in performance of the IP theft Defendants  
 4 **Rooke and Rogness**, in an act intended to cause economic harm to Plaintiffs, fully  
 5 knowing that they were violating their Agreements with Plaintiffs did in violation of  
 6 those Agreements while falsely claiming to others their ownership-right of use in  
 7 Plaintiffs' copyrights and trade secrets prepared and altered an **Indiezone** NDA by  
 8 removing the name **Indiezone** and its logo-service mark and did insert the name "**Two-**  
 9 **Fish Consulting**" as the only change to the NDA where the entire content was delivered  
 10 to Cellura, Defendants DOE, ROE and others was otherwise unchanged.

11       161. At all times material hereto, Defendants **Rooke and Rogness**, in performance  
 12 of the planned theft and to cause economic harm to Plaintiffs, in violation of the law, and  
 13 the terms of their Agreements with Plaintiffs, failed to disclose to Plaintiffs the intended use  
 14 of the altered NDA and inquiry made by Cellura on behalf of MEG and its strategic partners  
 15 including, My ESPN, the United States Army, Malibu Entertainment Group, Disney  
 16 Enterprises, Avinci, China Wireless, Consortium Holding, Tarsin Inc., Walmart and others.

17       162. At all times material hereto, Defendants **Rooke and Rogness**, in performance  
 18 of the planned theft of Plaintiffs' IP, and so as to cause economic harm to Plaintiffs, in  
 19 violation of the law, and the terms of their Agreements with Plaintiffs, did, upon  
 20 information and belief, on multiple occasions deliver copies of the forgoing misappropriated  
 21 NDA to Cellura, Defendants DOE, ROE and others.

22       163. In particular, on December 3, 2009, in performance of the IP theft and  
 23 agreement to cause economic harm to Plaintiff Corporations, Defendant **Rogness** with the  
 24 knowledge-permission of Defendant **Rooke**, did via interstate electronic communications  
 25 delivery from Edina Minnesota commit copyright infringement of Plaintiffs' **Property** by  
 26 providing an altered version of Plaintiff Corporations' NDA, falsely inserting the name  
 27 **Two Fish Consulting**, without other changes to the content of said document, attached to  
 28 an e-mail sent to Cellura, in California together with the following communication a

1 statement intended to harm Plaintiffs' business-**Property** by making Cellura falsely believe  
 2 that the **Two Fish** was the owner or had obtained a license from Plaintiff Corporations for  
 3 use of its' **IP** in the service of MEG's business needs.

4 164. At all times material hereto, simultaneous with the dispatch of the  
 5 misappropriated-infringed NDA on December 3, 2009, so as to cause Cellura to do business  
 6 with Two-Fish via the Internet electronic sent a message contained the following written  
 7 communication and attachment:

8           **From:** Joe Rogness <joe@two---c>  
 9           **Subject: NDA**  
 10          **Date:** December 3, 2009 8:29:20 AM PST  
 11          **To:** Joe Cellura <divotjrc@---t.net>  
 12          Joe, here is a mutual NDA for our conversation today....Joc  
 13           Joe Rogness  
 14           Two Fish  
 15           C: 612-963-4491  
 16           E: joe@two---me

17 165. That on or about December 3, 2009, Cellura in reliance on the NDA, and e-mail,  
 18 from California, via the Internet returned a fully executed NDA to **Rooke** and  
 19 **Rogness** who were in Minnesota, as provided to him by them.

20 166. Thereafter, all times material hereto, after receiving the NDA on or about  
 21 December 3, 2009, **Rooke** who was in Minnesota, in performance of the scheme and so  
 22 as to cause Plaintiff's economic harm, and induce Cellura to do business with Cellura  
 23 and MEG while over the telephone with Cellura who was in California in response to an  
 24 inquiry by Cellura about using **eoBuy** and **Indiezone IP** did falsely reaffirm and advise  
 25 Cellura that **eoBuy** and **Indiezone** had licensed its **IP** to **Two Fish** for all purposes and  
 that **Two Fish** would deliver the **eoBuy** micro billing system and **Indiezone Ad-Engine**  
 platform to MEG and its potential clients.

26 167. On December 3, 2009, and continuing until at least August 2010, **Rooke**  
 27 and **Rogness** who were in Minnesota, in performance of the scheme, and so as to cause  
 28 Plaintiff's economic harm, sent Cellura who was in California, via Internet delivery,

1 copies of a power point presentation containing the same or substantially similar unique  
2 processes, methods and compilation of processes for use and application with My  
3 ESPN, the United States Army, Malibu Entertainment Group, Disney Enterprises,  
4 Avinci, China Wireless, Consortium Holding Inc., Target, Tarsin Inc., Walmart; together  
5 with deal points for the use of the **eoBuy** micro-billing and **Indiezone Ad-Engine**  
6 including multiple presentations electronically delivered between Minnesota and  
7 California.

8 168. The electronic dispatch across state lines of the copyrighted Plaintiffs, NDA  
9 and IP power point were predicate acts of criminal copyright infringement known to be a  
10 false uttering-delivered when made so as to cause Cellura to rely on and engage in  
11 commerce with **Rooke and Rogness** and was designed to cause economic harm to the  
12 Plaintiff Corporations by operation of the fraud, amounting to a pattern of racketeering  
13 activities wherein Cellura relied on said false statements to the detriment of MEG  
14 causing injury to Plaintiff Corporations.

15 **Fraudulent Release From Non-Competition Mail-Wire Fraud:**

16 169. At all times prior to December 3, 2009, on or about October 14, 2009, in the  
17 performance of the illegal activity, and while intending to proceed and illegally obtain  
18 control of the Plaintiffs' IP so as to deliver it to MEG, My ESPN, the United States Army,  
19 Malibu Entertainment Group, Disney Enterprises, Avinci, China Wireless, Consortium  
20 Holding, General Electric, Target, Tarsin Inc., Walmart and others, Defendants **Rooke** and  
21 **Rogness**, on or about October 14, 2009, via electronic transmission from Minnesota to  
22 Fennelly in California did willfully, intentionally and falsely advise Fennelly that they were  
23 requesting **Indiezone** to "*temporarily release*" them from their Non-Competition  
24 Agreement so that they could assume a temporary consulting assignment within the music  
25 industry without being in breach of the Agreements.

26 170. That at all times material hereto, Defendants **Rooke** and **Rogness** fully  
27 knowing that they had falsely advised Fennelly of their request that **Indiezone**  
28 *temporarily release* them from their Non-Compete Agreement so that they could assume

1 a temporary consulting engagement, did falsely promise to maintain the secrecy of the  
 2 Plaintiffs' IP, neither disclosing or using it in any manner; promising to return and  
 3 otherwise maintain the Plaintiffs' operational systems including the company Servers  
 4 during their absence.

5 171. That on or about October 23, 2009, **Indiezone** in reliance on the foregoing  
 6 representations aforesaid, and unknown to them at the time of the illegal activities  
 7 *temporarily released* **Rooke and Rogness** from the Non-Competition terms of their  
 8 Agreements, however, expressly demanding that they not use Plaintiffs' IP in any  
 9 manner in the future.

10 172. That unbeknownst to Fennelly, the statements were made by **Rooke** and  
 11 **Rogness** were untrue and made in performance of the planned IP theft in preparation for  
 12 delivery to MEG and its strategic partners including, My ESPN, the United States Army,  
 13 Malibu Entertainment Group, Disney Enterprises, Avinci, China Wireless, Consortium  
 14 Holding Inc., Target, Tarsin Inc., Walmart; made so as to induce Plaintiffs such that they  
 15 would rely on the statements that **Rooke** and **Rogness** were only going to be *temporarily*  
 16 engaged in outside consulting; and otherwise intended to eliminate the required  
 17 handover of technology under the control of **Rooke** in his CTO position, including  
 18 delivery of passwords and guidelines needed for accessing and maintaining the technical  
 19 IP infrastructure of the Plaintiff Corporations.

20 173. The statements were willful deliberate or otherwise intentional  
 21 misrepresentations, and/or false representations, designed to conceal the true nature of  
 22 their departure from **Indiezone** and intent to defraud, or otherwise induce reliance by  
 23 Plaintiff Corporations; wherein Plaintiffs were justifiable in their reliance; and by reason  
 24 of the wrongful conduct and statements made; damages have been caused to Plaintiffs  
 25 where monetary relief alone will not compensate Plaintiffs in their losses.

26 174. That at all times material hereto, Plaintiffs have refused to provide a release  
 27 from the terms of the IP Agreements and the terms of secrecy, non-disclosure and use and  
 28 entered into with **Rooke** and **Rogness**, where Defendants have and continue to unlawfully

1 misappropriate, infringe or otherwise use said **IP** without permission, consent or other lawful  
 2 right.

3                   **DEFENDANTS' INTERSTATE THEFT OF PHYSICAL PROPERTY;**  
 4                   **DEFENDANTS' COMPUTER SABOTAGE; MAIL FRAUD**

5                   **Interstate Theft of Plaintiffs' Property in excess of \$5,000.00:**

6                   175. At all times material hereto, Plaintiffs maintained a single restricted written  
 7 copy of the Disaster Recovery Plan ("DRP") for Plaintiff Source Code and any other  
 8 information or resources related to maintain the integrity of the technological systems and  
 9 files as developed by **Rooke** as CTO and the **eoBuy** and **Indiezone** staffs.

10                  176. At all times material hereto, DRG was maintained so as to implement and  
 11 protect against loss of the Source Code and other **JP** files which took in excess of 10 years  
 12 to develop with a development cost in excess of \$20,000,000.00.

13                  177. At all times material hereto, Defendants **Rooke** and **Rogness** knew and were  
 14 aware that in the event the system would malfunction that without a DRP and without the  
 15 hand over, for the reason of the personal processes known to **Rooke** and incorporated in the  
 16 system, the system could not be restored in the event of a systems failure.

17                  178. At all times material hereto Defendants **Rooke** and **Rogness** knew and were  
 18 aware that they could not beat Plaintiffs with the speed to market they needed to be first unless  
 19 they could disrupt-delay Plaintiffs' deployment of its **IP**; **K** new that they would be unable  
 20 to claim first right of authorship; and knew the cloned version would openly apparent to the  
 21 public and the USPTO.

22                  179. That in preparation of the **IP** theft, so as to obtain an economic advantage and  
 23 delay-disrupt Plaintiff deployment of its **IP**, in or about July 2009, Defendants **Rooke** and  
 24 **Rogness** while visiting the California offices of **eoBuy-Indiezone** did, without the  
 25 permission, consent or authority of Plaintiff Corporations, illegally obtain and remove from  
 26 the California facilities of Plaintiffs' only version of the DRP other **IP** files as developed by  
 27 Plaintiffs employees in the creation of the joint deployment of the **eoBuy-Indiezone Ad-**  
 28 **Engine** wherein Plaintiff are informed and believe, Defendants **Rooke** and **Rogness**

1 transported said Property across state lines from California to a location in Edina Minnesota  
2 so as to facilitate their illegal use-misappropriation-infringement of Plaintiffs' **IP** and  
3 otherwise interfere with the ability of Plaintiff to be first to deploy its IP into the stream of  
4 commerce.

5       180. Unbeknownst to Plaintiff Corporations, in performance of their scheme the  
6 promises of **Rooke** and **Rogness** previously made and concerning their representations that  
7 they would abide by their Agreements and the reaffirmation of those promises in September  
8 of 2008, the statements made in October 2009, that they were only going to *temporarily*  
9 engage in a consulting engagement; their promises to maintain the secrecy and refrain from  
10 use of the Plaintiffs' **IP**; their promise to maintain the **Indiezone** Servers and return to their  
11 employment with **Indiezone**, each of these statements were knowingly false when made by  
12 them to induce Plaintiffs to release them from their Non-Competition Agreement; made so  
13 as to conceal the truth of the actual reason for their departure and otherwise eliminate the  
14 need for an early turnover of the Server and a comprehensive technical hand-off of the CTO  
15 office; made so as to delay the handover of the technical infrastructure of the Plaintiff  
16 Corporations joint deployment strategies; and made so as to maintain an economic  
17 advantage over the Plaintiff Corporations; and so as to conceal their sabotage and the true  
18 provenance of the **IP**.

19       181. In response thereto, Fennelly reminded **Rooke** and **Rogness** of their promises  
20 not to infringe-use Plaintiffs' **IP**, and on December 17, 2009, **Indiezone** requested a turnover  
21 of the Server and transfer, access codes, e-mails and all related data for the continued  
22 operation and deployment of the Plaintiffs' **IP** as well as a technology hand-off from **Rooke**  
23 regarding the **Indiezone** CTO office.

24       182. At all material times hereto, instead of honoring their Agreements on or about  
25 December 17, 2009, in violation of their Agreements with Plaintiff Corporations so as to  
26 conceal and commit the **IP** theft-infringement-misappropriation of Plaintiffs' **Property**,  
27 **Rooke** and **Rogness** in the performance of their plan agreed between themselves to  
28 sabotage the **Indiezone** Server by intentionally misdirecting, or otherwise deliberately

1 changing internal passwords, disabling access protocols; modifying the system in manner  
 2 which could not be detected but would disable the systems future processing capability; by  
 3 failing to maintain or provide guidelines to maintain access and security certificates; and by  
 4 refusing to conduct a technical hand-off under established industry protocols.

5 183. At all material times hereto, on or about December 29, 2009, Defendants  
 6 **Rooke and Rogness**, in furtherance of their planned theft of Plaintiffs' IP, agreed to commit  
 7 and did commit computer sabotage-espionage-theft by means of both electronic and  
 8 physical computer tampering, in violation of 18 USC §§1029 and 1030, where by intending  
 9 to sabotage the Server and cause economic harm, Defendants **Rooke and Rogness** illegally  
 10 accessed the Server intentionally misdirecting, or otherwise deliberately changing internal  
 11 passwords and removing-eliminating- erasing in excess of 20,000 electronic  
 12 communications—emails which were the **Property** of Plaintiffs; and did copy said **Property**  
 13 e-mails in both electronic and physical form thereof wherein by doing so each exceeding  
 14 their authorized access to the Server.

15 184. Thereafter, in performance of the scheme, on or about December 29, 2009,  
 16 after engaging in the foregoing illegal conduct, said Defendants, **Rooke and Rogness** did  
 17 from the State of Minnesota dispatch said Server for delivery to Plaintiff by placing or  
 18 causing the same to be placed into an authorized mail carriers for interstate delivery into the  
 19 State of California.

20 185. At all relevant times, by reason of the foregoing, **Rooke and Rogness**  
 21 intentionally eliminated Plaintiffs' ability to maintain the **Indiezone IP** as stored in the  
 22 Server system and unique deployment environment and thereby effectively prevented  
 23 **Indiezone** from raising investment funds and communicating with its vendors and entering  
 24 the e-commerce markets.

25 186. At all times material hereto, said acts were willful and intended to prevent  
 26 Plaintiffs' market deployment of the discrete jointly developed techniques of **eoBuy** and  
 27 **Indiezone** methodologies and processes so as to defraud Plaintiffs and so as to cause  
 28 economic harm to Plaintiff Corporations and others.

## ROOKE, ROGNESS, HAZEL, ASHKAR, OLIVER, AND US BANK'S FORMATION OF AN ASSOCIATION-IN-FACT RICO ENTERPRISE

187. After ensuring the elimination of Plaintiffs' ability to access its IP deployment environment, in the performance of the illegal scheme to be the first to market with Plaintiffs' stolen IP while falsely claiming it as their own, Defendants **Rooke** and **Rogness**, who form the hub of the criminal activity, after advancing the IP theft and intended injury to Plaintiffs' business from inside Plaintiff Corporations, then conspired to obtain an agreement with Defendants **Hazel**, **Ashkar** and **Oliver** so as to fund the use of the misappropriated IP.

188. Commencing in or about June 2009, Defendants **Rooke** and **Rogness** told **Hazel**, and **Ashkar** and **Oliver** of their plans to take and claim Plaintiffs' IP as their own; their plans to prevent Plaintiffs from establishing a proper claim and title to its IP; their plans to keep Plaintiffs out of the e-commerce market; their plans to eliminate the written code and trade secret manuals; their plan to sabotage Plaintiffs' server so as to prevent-eliminate Plaintiffs ability to enter interstate markets ahead of them; and their plans for financing, raising funds in support of their illegal activities by falsely claiming Plaintiffs' IP as their own, **Rooke** and **Rogness** requested the of assistance-aid of **Hazel**, **Ashkar** and **Oliver** in obtaining the funding and starting a series of corporations to present Plaintiffs' IP as their own so as to engage in commercial profit for themselves.

189. Notwithstanding their knowledge of the illegal conduct required of them, **Hazel, Ashkar and Oliver** agreed to aid/assist **Rooke and Rogness** in the misappropriation-infringement theft of Plaintiffs' **Property** by soliciting investors world-wide, via the Internet and US mails.

190. In performance and illegal use of the IP transactions, at a time prior to November 2011, Defendants **Rooke** and **Rogness** entered into negotiations for an agreement with **US Bank** for the purpose of processing the **AdEngine** financial exchange-cash rewards between merchant-advertisers and consumers, wherein **US Bank**, after the fact knew, and became aware of Plaintiffs' claims for the reason that they had been informed by Plaintiff's that its IP was being infringed and despite said warnings **US Bank** continues in

the partnership with the Defendants **Rooke, Rogness and Jingit LLC** causing injury to Plaintiffs business and **Property.**

## **THE RICO DEFENDANTS' ILLEGAL FUNDING AND REINVESTMENT INTO THE JINGIT ENTERPRISE**

191. Having illegally secured the Plaintiffs' Property through the agreed predicate acts accomplished, via a pattern of racketeering activity by means of computer theft and sabotage; mail fraud, wire fraud and other illegal racketeering activities, the ***RICO Defendants*** commencing in or about January 2010, raised and are continuing to raise capital to fund the illegal activities through placement of private debt and equity instruments using **Jingit Holdings** f/k/a 7 Ventures.

192. The placement of these private debt instruments were made possible through written solicitations delivered by the ***RICO Defendants*** for payment into Jingit Holdings which were accomplished both intra-interstate domestic and foreign investment memorandums sent over the Internet and through the US mails by or caused to be so dispatched by the ***RICO Defendants***.

193. The scheme involves the individual and collective acts of Defendants **Rooke**, **Rogness**, **Hazel**, **Ashkar** and **Oliver** in seeking out investors and in knowingly making false statements to investors and in the investment memorandums concerning non-existent ownership of copyright, trade-secrets, patent and trademark rights as alleged to be owned by **Jingit LLC**, and licensed to the other *Jingit Entities*, wherein the IP is actually original to, and is the exclusive Property of Plaintiff Corporations.

194. The funding memorandum falsely asserts an exclusive right of ownership to Plaintiffs' **Property**, whereby the Defendants via **Jingit Holding** falsely claim to be the inventors with right of authorship of the Plaintiffs' **Property** escalating to improperly asserting the pending registration of the copyrights, trademarks and patents commencing 2010 and continuing to date; wherein in addition the Defendants **Rooke, Rogness, Hazel, Ashkar and Oliver** falsely assert that **Jingit Holding's** has been granted USPTO provisional approvals of Plaintiffs' **Property** falsely claiming it as Patentable works.

195. That at all times herein after mentioned, on February 18, 2010, unbeknownst to investors and under the cover of **7 Ventures**, Defendants **Rooke, Rogness and Ashkar** as officers

1 of 7 Ventures, in furtherance of the *Jingit Enterprise*, and so as to cause Plaintiffs economic harm,  
 2 did from the State of Minnesota, electronically file a Regulation D Offering statement with the  
 3 United States Securities and Exchange Commission wherein the sum of \$115,000.00 was raised by  
 4 falsely claiming in the placement memorandum ownership of Plaintiffs' IP.

5 196. That at all times herein after mentioned, on April 8, 2010, unbeknownst to  
 6 investors under the cover of **Jingit Holding f/k/a 7 Ventures**, Defendants **Rooke, Rogness**  
 7 and **Ashkar** as officers of **Jingit Holding**, in furtherance of the *Jingit Enterprise*, and so as  
 8 to cause Plaintiffs economic harm, did from the State of Minnesota, electronically file a  
 9 Regulation D Offering statement with the United States Securities and Exchange  
 10 Commission wherein the sum of \$385,000.00 was raised by falsely claiming in the  
 11 placement memorandum ownership of Plaintiffs IP.

12 197. That at all time herein after mentioned, on January 6, 2011, unbeknownst to  
 13 investors under the cover of **Jingit Holding** Defendants **Rooke, Rogness** and **Ashkar** as  
 14 officers of **Jingit Holding**, in furtherance of the *Jingit Enterprise*, and so as to cause  
 15 Plaintiffs economic harm, did from the State of Minnesota, electronically file a Regulation  
 16 D filing statement with the United States Securities and Exchange Commission wherein the  
 17 sum of \$280,000.00 was raised by falsely claiming in the placement memorandum  
 18 ownership of Plaintiffs' IP.

19 198. That at all times herein after mentioned, on February 10, 2011, unbeknownst  
 20 to investors under the cover of **Jingit Holding** Defendants **Rooke, Rogness, Hazel**, and  
 21 **Ashkar** as officers of **Jingit Holding**, in furtherance of the *Jingit Enterprise*, and so as to  
 22 cause Plaintiffs economic harm, did from the State of Minnesota, electronically file a  
 23 Regulation D Offering statement with the United States Securities and Exchange  
 24 Commission wherein the sum of \$385,000.00 was raised by falsely claiming ownership of  
 25 Plaintiffs' IP.

26 199. That at all time herein after mentioned, on November 19, 2012 unbeknownst to  
 27 investors under the cover of **Jingit Holding** Defendants **Rooke, Rogness, Ashkar** and **Oliver** as  
 28 officers of **Jingit Holding**, in furtherance of the *Jingit Enterprise*, and so as to cause Plaintiffs